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Attorneys for Defendant **CITY OF LOS ANGELES**

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RUFINA MOLINA, ESTATE OF LUIS
MARTINEZ, by and through successor in
interest, RUFINA MOLINA,

Plaintiffs,

v.

CITY OF LOS ANGELES; RICARDO
HUERTA, RUDOLPH RIVERA, ALDO
QUINTERO, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO. CV16-1293ODW(ASx)

*Assigned to the Honorable Otis D. Wright
Magistrate Judge: Hon. Alka Sagar*

**AMENDED
STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential and private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it

1 affords from public disclosure and use extends only to the limited information or items
2 that are entitled to confidential treatment under the applicable legal principles. The
3 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
4 Protective Order does not entitle them to file confidential information under seal; Civil
5 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
6 will be applied when a party seeks permission from the court to file material under
7 seal.
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10 B. GOOD CAUSE STATEMENT

11 This action is likely to involve official government information for which special
12 protection from public disclosure and from use for any purpose other than prosecution
13 of this action is warranted. Such confidential information consists of, among other
14 things, internal administrative investigations of categorical officer-involved uses of
15 force and internal complaints and external citizen complaints of police misconduct
16 (including information implicating privacy rights of third parties). This information is
17 otherwise generally unavailable to the public, and may be privileged or otherwise
18 protected from disclosure under state or federal statutes, court rules, case decisions, or
19 common law. Accordingly, to expedite the flow of information, to facilitate the prompt
20 resolution of disputes over confidentiality of discovery materials, to adequately protect
21 information the parties are entitled to keep confidential, to ensure that the parties are
22 permitted reasonable necessary uses of such material in preparation for and in the
23 conduct of trial, to address their handling at the end of the litigation, and serve the ends
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1 of justice, a protective order for such information is justified in this matter. It is the
2 intent of the parties that information will not be designated as confidential for tactical
3 reasons and that nothing be so designated without a good faith belief that it has been
4 maintained in a confidential.
5

6 Defendants contend that a Protective Order is appropriate for the following
7 reasons:
8

9 a. Once completed, an investigation report (hereafter "FID" report) and/or
10 Personnel Complaint Investigation is prepared. Such reports are reviewed by
11 appropriate command officers in the Department and by the Board of Police
12 Commissioners. This review has several purposes: (1) to determine whether the
13 involved officers violated any Department policies or procedures; (2) to determine
14 whether administrative discipline and/or retraining of the involved officers is
15 necessary; (3) to ascertain if police policies and procedures in such areas as
16 supervision, training, tactics, policies, etc.; should be modified. In sum, FID reports
17 and/or Personnel Complaint Investigations are an essential aid to providing critical
18 self-evaluation of Department officers and policies and to determine the most effective
19 way to serve the citizens of Los Angeles.
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23 b. In complaint investigations and use of force investigations, the police
24 officers' statements are not voluntary, but rather compelled. The use of the compelled
25 information gives investigators insight into all of the circumstances surrounding the
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1 incident and furthers the Los Angeles Police Department's ability to monitor and
2 improve its own performance and better serve the public.

3 c. Persons interviewed by use of force investigators and complaint
4 investigators are advised that their statements are being taken for the confidential use
5 of the Los Angeles Police Department.
6

7 d. If these statements are not kept confidential, the public's willingness to
8 provide voluntary statements, and the Department's ability to compel statements even
9 with a *Lybarger* admonition will likely be impaired.
10

11 2. DEFINITIONS
12

13 2.1 Action: this pending federal law suit, consolidated and/or related actions.

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.
16

17 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it
18 is generated, stored or maintained) or tangible things that qualify for protection under
19 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
20 Statement.
21

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
23 support staff).
24

25 2.5 Designating Party: a Party or Non-Party that designates information or items
26 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."
27
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1 2.6 Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among
3 other things, testimony, transcripts, and tangible things), that are produced or generated
4 in disclosures or responses to discovery in this matter.
5

6 2.7 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
8 expert witness or as a consultant in this Action.
9

10 2.8 House Counsel: attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.
13

14 2.9 Non-Party: any natural person, partnership, corporation, association, or other
15 legal entity not named as a Party to this action.
16

17 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
18 this Action but are retained to represent or advise a party to this Action and have
19 appeared in this Action on behalf of that party or are affiliated with a law firm which
20 has appeared on behalf of that party, and includes support staff.
21

22 2.11 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).
25

26 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.
28

1 2.13 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
4 their employees and subcontractors.
5

6 2.14 Protected Material: any Disclosure or Discovery Material that is designated
7 as “CONFIDENTIAL.”
8

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.
11

12 3. SCOPE

13 The protections conferred by this Stipulation and Order cover not only Protected
14 Material (as defined above), but also (1) any information copied or extracted from
15 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
16 Material; and (3) any testimony, conversations, or presentations by Parties or their
17 Counsel that might reveal Protected Material. Any use of Protected Material at trial
18 shall be governed by the orders of the trial judge. This Order does not govern the use
19 of Protected Material at trial.
20
21

22 4. DURATION

23 Even after final disposition of this litigation, the confidentiality obligations imposed by
24 this Order shall remain in effect until a Designating Party agrees otherwise in writing
25 or a court order otherwise directs. Final disposition shall be deemed to be the later of
26 (1) dismissal of all claims and defenses in this Action, with or without prejudice; and
27
28

1 (2) final judgment herein after the completion and exhaustion of all appeals,
2 rehearings, remands, trials, or reviews of this Action, including the time limits for
3 filing any motions or applications for extension of time pursuant to applicable law.
4

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

7 Each Party or Non-Party that designates information or items for protection under this
8 Order must take care to limit any such designation to specific material that qualifies
9 under the appropriate standards. The Designating Party must designate for protection
10 only those parts of material, documents, items, or oral or written communications that
11 qualify so that other portions of the material, documents, items, or communications for
12 which protection is not warranted are not swept unjustifiably within the ambit of this
13 Order.
14
15

16 Mass, indiscriminate, or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper purpose
18 (e.g., to unnecessarily encumber the case development process or to impose
19 unnecessary expenses and burdens on other parties) may expose the Designating
20 Party to sanctions.
21
22

23 If it comes to a Designating Party's attention that information or items that it
24 designated for protection do not qualify for protection, that Designating Party must
25 promptly notify all other Parties that it is withdrawing the inapplicable designation.
26
27
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1 5.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
3 or ordered, Disclosure or Discovery Material that qualifies for protection under this
4 Order must be clearly so designated before the material is disclosed or produced.
5

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic documents,
8 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
9 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
10 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
11 portion or portions of the material on a page qualifies for protection, the Producing
12 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
13 markings in the margins).
14
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17 A Party or Non-Party that makes original documents available for inspection
18 need not designate them for protection until after the inspecting Party has indicated
19 which documents it would like copied and produced. During the inspection and before
20 the designation, all of the material made available for inspection shall be deemed
21 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
22 copied and produced, the Producing Party must determine which documents, or
23 portions thereof, qualify for protection under this Order. Then, before producing the
24 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to
25 each page that contains Protected Material. If only a portion or portions of the material
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1 on a page qualifies for protection, the Producing Party also must clearly identify the
 2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify the
 4 Disclosure or Discovery Material on the record, before the close of the deposition all
 5 protected testimony.
 6

7 (c) for information produced in some form other than documentary and for any
 8 other tangible items, that the Producing Party affix in a prominent place on the exterior
 9 of the container or containers in which the information is stored the legend
 10 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 11 protection, the Producing Party, to the extent practicable, shall identify the protected
 12 portion(s).
 13

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
 15 to designate qualified information or items does not, standing alone, waive the
 16 Designating Party’s right to secure protection under this Order for such material. Upon
 17 timely correction of a designation, the Receiving Party must make reasonable efforts to
 18 assure that the material is treated in accordance with the provisions of this Order.
 19

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
 22 of confidentiality at any time that is consistent with the Court’s Scheduling Order.
 23

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
 25 process under Local Rule 37.1 et seq.
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1 6.3 The burden of persuasion in any such challenge proceeding shall be on the
2 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
3 to harass or impose unnecessary expenses and burdens on other parties) may expose
4 the Challenging Party to sanctions. Unless the Designating Party has waived or
5 withdrawn the confidentiality designation, all parties shall continue to afford the
6 material in question the level of protection to which it is entitled under the Producing
7 Party's designation until the Court rules on the challenge.
8
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10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending, or attempting to settle this Action. Such
14 Protected Material may be disclosed only to the categories of persons and under the
15 conditions described in this Order. When the Action has been terminated, a
16 Receiving Party must comply with the provisions of section 13 below (FINAL
17 DISPOSITION).
18
19
20

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.
24

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
26 ordered by the court or permitted in writing by the Designating Party, a Receiving
27 Party may disclose any information or item designated "CONFIDENTIAL" only to:
28

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to
3 disclose the information for this Action;

4
5 (b) the officers, directors, and employees (including House Counsel) of the
6 Receiving Party to whom disclosure is reasonably necessary for this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
8 is reasonably necessary for this Action and who have signed the "Acknowledgment
9 and Agreement to Be Bound" (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
14 to whom disclosure is reasonably necessary for this Action and who have signed the
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
19 to whom disclosure is reasonably necessary provided: (1) the deposing party requests
20 that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be
21 permitted to keep any confidential information unless they sign the "Acknowledgment
22 and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating
23 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
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1 depositions that reveal Protected Material may be separately bound by the court
 2 reporter and may not be disclosed to anyone except as permitted under this Stipulated
 3 Protective Order; and
 4

5 (i) any mediator or settlement officer, and their supporting personnel, mutually
 6 agreed upon by any of the parties engaged in settlement discussions.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 8
 9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation that
 11 compels disclosure of any information or items designated in this Action as
 12 “CONFIDENTIAL,” that Party must:
 13

14 (a) promptly notify in writing the Designating Party. Such notification shall
 15 include a copy of the subpoena or court order;
 16

17 (b) promptly notify in writing the party who caused the subpoena or order to
 18 issue in the other litigation that some or all of the material covered by the subpoena or
 19 order is subject to this Protective Order. Such notification shall include a copy of this
 20 Stipulated Protective Order; and
 21

22 (c) cooperate with respect to all reasonable procedures sought to be pursued by
 23 the Designating Party whose Protected Material may be affected. If the Designating
 24 Party timely seeks a protective order, the Party served with the subpoena or court order
 25 shall not produce any information designated in this action as “CONFIDENTIAL”
 26 before a determination by the court from which the subpoena or order issued, unless
 27
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1 the Party has obtained the Designating Party's permission. The Designating Party shall
2 bear the burden and expense of seeking protection in that court of its confidential
3 material and nothing in these provisions should be construed as authorizing or
4 encouraging a Receiving Party in this Action to disobey a lawful directive from
5 another court.
6

7 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
8
9 PRODUCED IN THIS LITIGATION

10 (a) The terms of this Order are applicable to information produced by a
11 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
12 produced by Non-Parties in connection with this litigation is protected by the remedies
13 and relief provided by this Order. Nothing in these provisions should be construed as
14 prohibiting a Non-Party from seeking additional protections.
15
16

17 (b) In the event that a Party is required, by a valid discovery request, to produce
18 a Non-Party's confidential information in its possession, and the Party is subject to an
19 agreement with the Non-Party not to produce the Non-Party's confidential information,
20 then the Party shall:
21

22 (1) promptly notify in writing the Requesting Party and the Non-Party that some
23 or all of the information requested is subject to a confidentiality agreement with a Non-
24 Party;
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1 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
2 Order in this Action, the relevant discovery request(s), and a reasonably specific
3 description of the information requested; and
4

5 (3) make the information requested available for inspection by the Non-Party, if
6 requested.

7 (c) If the Non-Party fails to seek a protective order from this court within
8 14 days of receiving the notice and accompanying information, the Receiving Party
9 may produce the Non-Party's confidential information responsive to the discovery
10 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
11 produce any information in its possession or control that is subject to the
12 confidentiality agreement with the Non-Party before a determination by the court.
13 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
14 of seeking protection in this court of its Protected Material.
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18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
20 Protected Material to any person or in any circumstance not authorized under this
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
22 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
23 all unauthorized copies of the Protected Material, (c) inform the person or persons to
24 whom unauthorized disclosures were made of all the terms of this Order, and (d)
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1 request such person or persons to execute the “Acknowledgment and Agreement to Be
2 Bound” that is attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4
5 PROTECTED MATERIAL

6 When a Producing Party gives notice to Receiving Parties that certain
7 inadvertently produced material is subject to a claim of privilege or other protection,
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
9 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
10 may be established in an e-discovery order that provides for production without prior
11 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), to the extent
12 any parties have reached an agreement on the effect of disclosure of a communication
13 or information covered by the attorney-client privilege or work product protection, the
14 parties hereby incorporate such agreements in this stipulated protective order.
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17

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the Court in the future.
21

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in this
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any
26 ground to use in evidence of any of the material covered by this Protective Order.
27
28

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
 2 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 3 only be filed under seal pursuant to a court order authorizing the sealing of the specific
 4 Protected Material at issue. If a Party's request to file Protected Material under seal is
 5 denied by the court, then the Receiving Party may file the information in the public
 6 record unless otherwise instructed by the court.
 7

8 13. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in paragraph 4, within 60
 10 days of a written request by the Designating Party, each Receiving Party must return
 11 all Protected Material to the Producing Party or destroy such material. As used in this
 12 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
 13 summaries, and any other format reproducing or capturing any of the Protected
 14 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
 15 must submit a written certification to the Producing Party (and, if not the same person
 16 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
 17 category, where appropriate) all the Protected Material that was returned or destroyed
 18 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
 19 compilations, summaries or any other format reproducing or capturing any of the
 20 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
 21 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
 22 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
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1 attorney work product, and consultant and expert work product, even if such materials
2 contain Protected Material. Any such archival copies that contain or constitute
3 Protected Material remain subject to this Protective Order as set forth in Section 4
4
5 (DURATION).

6 14. Any violation of this Order may be punished by any and all appropriate
7 measures including, without limitation, contempt proceedings and/or monetary
8 sanctions.
9

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 DATED: November 29, 2016
12

13 **MICHAEL N. FEUER**, City Attorney
14 **THOMAS H. PETERS** Chief Deputy City Attorney
15 **CORY M. BRENT**, Assistant City Attorney

16 */S/ Rena M. Shahandeh*

17 By _____
18 **RENA M. SHAHANDEH**
19 Deputy City Attorney
20 *Attorney for Defendants* **CITY OF LOS ANGELES**

21 DATED: November 29, 2016

22 **CASILLAS & ASSOCIATES**

23 */S/ Arnoldo Casillas*

24 By _____
25 **ARNOLDO CASILLAS, ESQ.**
26 *Attorneys for Plaintiffs*
27 **RUFINA MOLINA and the ESTATE OF**
28 **LUIS MARTINEZ**

1 DATED: November 29, 2016

2
3 **COLLINSON LAW**
4 A Professional Corporation

5 */S/ Laura E. Inlow*

6 By _____

7 **LAURA E. INLOW, ESQ.**

8 *Attorneys for Defendants* **RICARDO HUERTA,**
9 **RUDOLPH RIVERA, and ALDO QUINTERO**

10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11
12 DATED: November 30, 2016

13 _____
14 */ s /*

15 Honorable Alka Sagar

16 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____, 2016 in the case of Rufina Molina, et al. v. City of Los Angeles, et al., Case number CV16-1293ODW(ASx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ of _____ [full address] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____